


SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700) 		Rating DOA5	Page of 43		
2. Contract No.		3. Solicitation No. DAAE20-98-R-0008		4. Type of Solicitation Negotiated (RFP)		5. Date Issued 1998FEB09	6. Requisition/Purchase No. SEE SECTION II	
7. Issued By ACALA AMSTA-AC-PCH-B ROCK ISLAND IL 61299-7630			Code W52H09		8. Address Offer To (If Other Than Item 7)			
e-mail address:								
9. For Information Call: Name: JUDY BARKLAGE				Telephone No. (NO Collect Calls) (309) 782-3779				

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

10. Brief Description

SEE ATTACHED

11. The original sealed offer and 1 Signed copies are due at the place specified in Item 8, or if handcarried, in the depository located in _____ on _____ (Date) until _____ (Hours) local time.
All offers are subject to all terms and conditions contained in this solicitation.

12. Table Of Contents

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OFFER (Must be fully completed by offeror)

13. This offer is valid for sixty (60) days.

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:	Amendment No.	Date	Amendment No.	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)		
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature		18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount		21. Accounting And Appropriation 		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)				25. Payment Will Be Made By		Code
SCD PAS ADP PT				27. United States Of America		28. Award Date
26. Name of Contracting Officer (Type or Print)				(Signature of Contracting Officer)		

IMPORTANT - Award will be made on this Form, or on Standard Form 26 (TEST) Nov 97, or by other authorized official written notice.

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Name of Offeror or Contractor:

SECTION I - COVER SHEET/SUPPLEMENTAL INFORMATION

LONG TERM CONSOLIDATED 5 YEAR REQUIREMENTS CONTRACT

1. THIS SOLICITATION DAAE20-98-R-0008 WILL RESULT IN A SOLE SOURCE AWARD OF A LONG TERM, FIRM-FIXED-PRICE, 5 YEAR REQUIREMENTS, CONSOLIDATED TYPE CONTRACT (SEE FAR 16.503). THIS CONTRACT INCLUDES FIVE ORDERING PERIODS AS SET FORTH IN PARA 7.
2. THE MINIMUM AND MAXIMUM QUANTITIES, AS SHOWN BELOW, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS.
3. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO PURCHASE ANY QUANTITY UNDER THE RESULTANT CONTRACT. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.
4. THE STATED MAXIMUM QUANTITIES ARE ESTABLISHED AS SPECIFIC LIMITATIONS ON THE ORDERING AUTHORITY OF THE GOVERNMENT. IN NO INSTANCE WILL THE GOVERNMENT PLACE ORDERS IN EXCESS OF THE TOTAL MAXIMUM QUANTITY STATED FOR EACH ORDERING PERIOD.
5. THE OFFEROR SHALL SUBMIT PRICES IN SECTION B OF THE SOLICITATION.
6. FOLLOWING ARE THE DATES OF THE ORDERING PERIODS (OP) COVERED BY THIS SOLICITATION:

ORDERING PERIOD (OP) 1:	AWARD DATE - 31 DECEMBER 1998
ORDERING PERIOD (OP) 2:	01 JANUARY 1999 - 31 DECEMBER 1999
ORDERING PERIOD (OP) 3:	01 JANUARY 2000 - 31 DECEMBER 2000
ORDERING PERIOD (OP) 4:	01 JANUARY 2001 - 31 DECEMBER 2001
ORDERING PERIOD (OP) 5:	01 JANUARY 2002 - 31 DECEMBER 2002

7. FOR EACH ORDERING PERIOD, THE GOVERNMENT'S MINIMUM AND MAXIMUM ORDERING QUANTITIES BY ORDERING PERIOD, ARE AS FOLLOWS:

CLIN 0001AA - HOUSING, INLET

OP	MINIMUM	-	MAXIMUM
1	1	-	5 EA
2	1	-	5 EA
3	1	-	5 EA
4	1	-	5 EA
5	1	-	5 EA

CLIN 0002AA - HOUSING, GEARBOX

OP	MINIMUM	-	MAXIMUM
1	1	-	5 EA
2	1	-	5 EA
3	1	-	5 EA
4	1	-	5 EA
5	1	-	5 EA

CLIN 0003AA - CASE AND VANE ASSY

OP	MINIMUM	-	MAXIMUM
1	1	-	5 EA
2	1	-	5 EA
3	1	-	5 EA
4	1	-	5 EA
5	1	-	5 EA

CLIN 0004AA - NOZZLE ASSEMBLY, TUR

OP	MINIMUM	-	MAXIMUM
1	1	-	5 EA
2	1	-	5 EA
3	1	-	5 EA
4	1	-	5 EA

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Name of Offeror or Contractor:

			5	1 - 5 EA
	CLIN 0005AA	-	FRAME, COMBUSTION	
<u>OP</u>			<u>MINIMUM</u> - <u>MAXIMUM</u>	
1			1 - 5 EA	
2			1 - 5 EA	
3			1 - 5 EA	
4			1 - 5 EA	
5			1 - 5 EA	
	CLIN 0006AA	-	CONTROL UNIT	
<u>OP</u>			<u>MINIMUM</u> - <u>MAXIMUM</u>	
1			1 - 10 EA	
2			1 - 10 EA	
3			1 - 10 EA	
4			1 - 10 EA	
5			1 - 10 EA	
	CLIN 0007AA	-	CIRCUIT CARD ASSY	
<u>OP</u>			<u>MINIMUM</u> - <u>MAXIMUM</u>	
1			1 - 5 EA	
2			1 - 5 EA	
3			1 - 5 EA	
4			1 - 5 EA	
5			1 - 5 EA	
	CLIN 0008AA	-	CIRCUIT CARD ASSY	
<u>OP</u>			<u>MINIMUM</u> - <u>MAXIMUM</u>	
1			1 - 5 EA	
2			1 - 5 EA	
3			1 - 5 EA	
4			1 - 5 EA	
5			1 - 5 EA	
	CLIN 0009AA	-	OIL PUMP ASSY	
<u>OP</u>			<u>MINIMUM</u> - <u>MAXIMUM</u>	
1			1 - 5 EA	
2			1 - 5 EA	
3			1 - 5 EA	
4			1 - 5 EA	
5			1 - 5 EA	
	CLIN 0010AA	-	CHAMBER, COMBUSTION	
<u>OP</u>			<u>MINIMUM</u> - <u>MAXIMUM</u>	
1			1 - 5 EA	
2			1 - 5 EA	
3			1 - 5 EA	
4			1 - 5 EA	
5			1 - 5 EA	

8. FOB ORGIN - ALL QUANTITIES

DELIVERY FOR ALL TEN ITEMS/ALL QUANTITIES. WILL BE FOB: ORGIN. ALL SHIPMENTS ON THE TEN SEPARATE ITEMS WILL BE SENT TO THE FOLLOWING:

SHIP TO: PARTIAL POST ADDRESS
(W22VJJ) TRANSPORTATION OFFICE
BLUE GRASS ACTIVITY
RICHMOND, KY 40475

DELIVERY SCHEDULE

ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY TACOM-ACALA, ATTN: AMSTA-AC-PCH-B, ROCK ISLAND, IL 61299-7630 WITH FIRM DELIVERY DATES.

DELIVERIES WILL COMMENCE AS FOLLOWS:

CLIN 0001AA - 300 DAYS AFTER DELIVERY ORDER AWARD (DADOA)
CLIN 0002AA - 300 DADOA
CLIN 0003AA - 300 DADOA
CLIN 0004AA - 300 DADOA

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CLIN 0005AA - 300 DADOA
CLIN 0006AA - 180 DADOA
CLIN 0007AA - 180 DADOA
CLIN 0008AA - 180 DADOA
CLIN 0009AA - 300 DADOA
CLIN 0010AA - 300 DADOA

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AMC-LEVEL PROTEST PROGRAM

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

[http:// amc.citi.net/amc/cc/protest.html](http://amc.citi.net/amc/cc/protest.html)

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

This solicitation incorporates a Technical Data Package (TDP) that cannot be provided via the internet. Vendors who need this TDP in order to prepare a bid or proposal are instructed to request same by submission of an email request to: tdpdist@ria-emh2.army.mil. Any said requests should contain the following information: CAGE Code, (if available), Company Name, Point of Contact (optional), Street Address, City, State, Zip Code, Telephone Number. A TDP will be provided by normal mail after the solicitation has been released to the internet.

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION II - ACQUISITION DESCRIPTION				
0001	<u>Supplies or Services and Prices/Costs</u>				
0001AA	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: HOUSING, INLET FSCM: 51913 PART NR: 107401-2 SECURITY CLASS: Unclassified				
NSN: 2835-01-440-2133					
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001				
	FOB POINT: Origin				
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY <u>PERIOD</u> <u>RANGE</u> 1 1-5				
	2 1-5				
	3 1-5				
	4 1-5				
	5 1-5				
	(End of narrative F002)				
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: HOUSING, GEARBOX FSCM: 51913 PART NR: 107434-1				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NSN: 2835-01-440-3470	SECURITY CLASS: Unclassified				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u>				
	001				
	FOB POINT: Origin				
		The offeror shall submit unit prices below.			
	ORDERING QUANTITY				
	<u>PERIOD</u> <u>RANGE</u>				
	1 1-5				
	2 1-5				
	3 1-5				
	4 1-5				
	5 1-5				
	(End of narrative F002)				
0003	<u>Supplies or Services and Prices/Costs</u>				
0003AA	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: CASE AND VANE ASSY				
	FSCM: 51913				
	PART NR: 107583-3				
	SECURITY CLASS: Unclassified				
NSN: 2835-01-440-5946					
	(End of narrative B001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY				
	PERIOD RANGE				
	1 1-5				\$
	2 1-5				\$
	3 1-5				\$
	4 1-5				\$
	5 1-5				\$
	(End of narrative F002)				
0005	Supplies or Services and Prices/Costs				
0005AA	PRODUCTION QUANTITY			\$	\$
	NOUN: FRAME, COMBUSTION				
	FSCM: 51913				
	PART NR: 107912-1				
	SECURITY CLASS: Unclassified				
NSN: 2835-01-440-2132					
	(End of narrative B001)				
	Inspection and Acceptance				
	INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance				
	DOC SUPPL				
	REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD				
	001				
	FOB POINT: Origin				
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY				
	PERIOD RANGE				
	1 1-5				\$
	2 1-5				\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	3	1-5			\$
	4	1-5			\$
	5	1-5			\$
	(End of narrative F002)				
0006	Supplies or Services and Prices/Costs				
0006AA	PRODUCTION QUANTITY			\$	\$
	NOUN: CONTROL UNIT FSCM: 81361 PART NR: 31-15-4349 SECURITY CLASS: Unclassified				
NSN: 2995-01-440-2137					
	(End of narrative B001)				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001				
	FOB POINT: Origin				
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY PERIOD RANGE				
	1 1-10				\$
	2 1-10				\$
	3 1-10				\$
	4 1-10				\$
	5 1-10				\$

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(End of narrative F002)				
0007	<u>Supplies or Services and Prices/Costs</u>				
0007AA	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
	NOUN: CIRCUIT CARD ASSY FSCM: 51913 PART NR: 107845-2 SECURITY CLASS: Unclassified				
NSN: 5998-01-433-9979					
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 FOB POINT: Origin				
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY <u>PERIOD</u> <u>RANGE</u> 1 1-5				\$
	2	1-5			\$
	3	1-5			\$
	4	1-5			\$
	5	1-5			\$
	(End of narrative F002)				
0008	<u>Supplies or Services and Prices/Costs</u>				
0008AA	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
NSN: 5998-01-433-2891	NOUN: CIRCUIT CARD ASSY FSCM: 51913 PART NR: 1007858-2 SECURITY CLASS: Unclassified				
	(End of narrative B001)				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001				
	FOB POINT: Origin				
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY <u>PERIOD</u> <u>RANGE</u> 1 1-5				
	2 1-5				
	3 1-5				
	4 1-5				
5 1-5					
	(End of narrative F002)				
0009	<u>Supplies or Services and Prices/Costs</u>				
0009AA	<u>PRODUCTION QUANTITY</u>			\$ _____	\$ _____
NSN: 2990-01-432-5031	NOUN: OIL PUMP ASSY FSCM: 51913 PART NR: 101683-2 SECURITY CLASS: Unclassified				
	(End of narrative B001)				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<div><div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div></div><div>FOB POINT: Origin</div></div>				
	<div>The offeror shall submit unit prices below.</div> <div><div>ORDERING QUANTITY</div><div>PERIOD RANGE</div><div>11-5</div></div>				\$
	<div>21-5</div>				\$
	<div>31-5</div>				\$
	<div>41-5</div>				\$
	<div>51-5</div>				\$
	<div>(End of narrative F002)</div>				
0010	<div>Supplies or Services and Prices/Costs</div>				
0010AA	<div><div>PRODUCTION QUANTITY</div><div>NOUN: CHAMBER, COMBUSTION</div><div>FSCM: 51913</div><div>PART NR: 107828-2</div><div>SECURITY CLASS: Unclassified</div></div>			\$	\$
NSN: 2835-01-432-7675	<div><div>(End of narrative B001)</div><div><div>Inspection and Acceptance</div><div>INSPECTION: Origin ACCEPTANCE: Origin</div></div><div><div>Deliveries or Performance</div><div>DOC SUPPL</div><div>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</div><div>001</div></div></div>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	FOB POINT: Origin				
	The offeror shall submit unit prices below.				
	ORDERING QUANTITY				
	<u>PERIOD</u> <u>RANGE</u>				
	1 1-5				\$
	2 1-5				\$
	3 1-5				\$
	4 1-5				\$
	5 1-5				\$
	(End of narrative F002)				

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SECTION IV - CONTRACT CLAUSES

For Local Clauses See:

Regulatory Cite	Title	Date
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	01-JAN-1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	01-JUN-1997
52.203-3	GRATUITIES	01-APR-1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	01-APR-1984
52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	01-JAN-1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	01-JUN-1996
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	01-SEP-1990
52.211-5	NEW MATERIAL	01-OCT-1997
52.215-2	AUDIT AND RECORDS - NEGOTIATION	01-AUG-1996
52.215-26	Deleted 5 Jan 98 without replacement INTEGRITY OF UNIT PRICES - ALTERNATE I	01-JAN-1997
52.219-8	UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS	01-JUN-1997
52.222-26	EQUAL OPPORTUNITY	01-APR-1984
52.222-28	EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS	01-APR-1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	01-APR-1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	01-APR-1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	01-JAN-1988
52.223-2	CLEAN AIR AND WATER	01-APR-1984
52.223-6	DRUG-FREE WORKPLACE	01-JAN-1997
52.225-10	DUTY-FREE ENTRY	01-APR-1984
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	01-MAY-1992
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	01-AUG-1996
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	01-JAN-1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	01-APR-1984
52.232-1	PAYMENTS	01-APR-1984
52.232-11	EXTRAS	01-APR-1984
52.232-16	PROGRESS PAYMENTS - ALTERNATE I	01-AUG-1987
52.232-17	INTEREST	01-JUN-1996
52.232-23	ASSIGNMENT OF CLAIMS	01-JAN-1986
52.232-25	PROMPT PAYMENT	01-JUN-1997
52.232-33	MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT	01-AUG-1996
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	01-MAY-1997
52.233-3	PROTEST AFTER AWARD	01-OCT-1995
52.242-13	BANKRUPTCY	01-JUL-1995
52.242-15	STOP-WORK ORDER	01-AUG-1989
52.242-17	GOVERNMENT DELAY OF WORK	01-APR-1984
52.243-1	CHANGES - FIXED PRICE	01-AUG-1987
52.244-5	COMPETITION IN SUBCONTRACTING	01-DEC-1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	01-APR-1984
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	01-AUG-1996
52.246-23	LIMITATION OF LIABILITY	01-FEB-1997
52.247-29	F.O.B. ORIGIN	01-JUN-1988
52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	01-JAN-1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	01-SEP-1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	01-APR-1984
52.253-1	COMPUTER GENERATED FORMS	01-JAN-1991
252.203-7001	SPECIAL PROHIBITION ON EMPLOYMENT	01-JUN-1997
DFARS		
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	01-APR-1992
DFARS		
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	01-DEC-1991
DFARS		
252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	01-NOV-1995
DFARS		
252.215-7000	PRICING ADJUSTMENTS	01-DEC-1991
DFARS		
252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	01-JAN-1994

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DFARS		
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	01-DEC-1991
DFARS		
252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY END PRODUCTS AND SUPPLIES	01-JAN-1997
DFARS		
252.225-7010	DUTY-FREE ENTRY -- ADDITIONAL PROVISIONS	01-JAN-1997
DFARS		
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	01-SEP-1997
DFARS		
252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	01-JUN-1997
DFARS		
252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	01-JUN-1992
DFARS		
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	01-DEC-1991
DFARS		
252.232-7004	DOD PROGRESS PAYMENT RATES	01-NOV-1993
DFARS		
252.232-7006	REDUCTION OR SUSPENSION OF CONTRACT PAYMENTS UPON FINDING OF FRAUD	01-AUG-1992
DFARS		
252.242-7000	POSTAWARD CONFERENCE	01-DEC-1991
DFARS		
252.243-7001	PRICING OF CONTRACT MODIFICATIONS	01-DEC-1991
DFARS		
252.243-7002	CERTIFICATION OF REQUESTS FOR EQUITABLE ADJUSTMENT	01-JUL-1997
DFARS		
252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	01-DEC-1991
DFARS		
52.216-18	ORDERING	01-OCT-1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 1826 days after contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IF6155)

52.216-19	ORDER LIMITATIONS	01-OCT-1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

?(1) Any order for a single item in excess of 5 for CLINs 0001AA through 0010AA, except for CLIN 0006AA which is 10;

(2) Any order for a combination of items in excess of 55; or

(3) A series of orders from the same ordering office within each ordering period that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

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Name of Offeror or Contractor:

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

52.216-21

REQUIREMENTS

01-OCT-1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 2126.

(IF6031)

252.225-7008

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY

01-DEC-1991

DFARS

In accordance with paragraph (a) of the Duty-Free Entry clause and/or paragraph (b) of the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this contract, the following supplies are accorded duty-free entry:

NONE

(BA6700)

(52.246-4500

MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)

01-MAR-1988

ACALA)

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

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Name of Offeror or Contractor:

Send copies to:

1. Purchasing Office

Director
Armament and Chemical Acquisition and Logistics Activity
ATTN: AMSSTA-AC-PCH-A/Judy Barklage
Rock Island, IL 61299-7630

2. FMS/MAP copies:

N/A

(End of clause)

(HS6502)

52.210-4501	DRAWINGS/SPECIFICATION	01-MAR-1988
ACALA		

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with inclosed Technical Data Package Listing - TDPL 31-15-4349 with revisions in effect as of 13 Jun 97 (except as follows):

See Attachment 002

(CS6100)

52.210-4511	STATEMENT OF WORK - OZONE DEPLETING CHEMICALS	01-MAR-1994
ACALA		

(a) (1) Specifications and standards, which identify ODCs among alternative substances for use, are part of this TDP/SOW as follows:

N/A

(2) The above specifications and standards allow the optional use of Ozone Depleting Substances (ODS) or Ozone Depleting Chemicals (ODC). Preference should be given to the Non-ODS/ODC choices in compliance with Executive Order 12843, dated April 21, 1993, "Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances".

(b) Other specifications and standards containing ODS/ODC materials and included in this TDP/SOW for which a substitute is provided and must be used are as follows:

N/A

(c) Other specifications and standards included in this TDP/SOW that specify use of an ODS/ODC and have been approved for use are as follows:

N/A

(d) NOTE: Offerors are requested, although not obligated, to perform their own screening of the TDP specifications and standards or SOW and identify any additional potential ODS/ODC to the Contracting Officer.

(End of Clause)

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Name of Offeror or Contractor:

(CS6191)

52.211-4501 PACKAGING REQUIREMENTS
ACALA

01-SEP-1997

(a) Packaging shall be in accordance with the requirements of the Packaging Data Sheet or the Special Packaging Instruction See Below , revision N/A, dated See Below. Packing Level B is required and shall be in accordance with MIL-STD-2073-1, revision N/A, date See Below.

(b) Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTION: See Attachment 002

Packaging Data Sheet or the Special Packaging Instruction and dates are as follows:

CLIN 0006AA P31-15-4349, dated 10 May 95
CLIN 0007AA P107845-1, dated 21 Apr 95
CLIN 0008AA P107858-1, dated 21 Apr 95

(End of clause)

(DS6400)

52.211-4504 PACKAGING REQUIREMENTS
ACALA

01-SEP-1997

(a) Packaging shall be in accordance with AMSTMD-3951, revision M, dated 15 Jul 95. The unit package quantity shall be 001. Marking shall be in accordance with MIL-STD-129, ''Standard Practice for Military Marking,'' revision N, dated 15 May 97. Bar coding requirements apply. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

EXCEPTIONS: See Attachment 002

This clause pertians to the following CLINs 0001AA, 0002AA, 0003AA, 0004AA, 0005AA, 0009AA and 0010AA

(End of clause)

(DS6401)

52.202-1 DEFINITIONS

01-OCT-1995

(a) ''Head of the agency'' (also called agency head'') or ''Secretary'' means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term ''authorized representative'' means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) Commercial component means any component that is a commercial item.

(c) Commercial item means--

(1) Any item, other than real property, that is of a type customarily used for nongovernmental purposes and that--

(i) Has been sold, leased, or licensed to the general public; or

(ii) Has been offered for sale, lease, or license to the general public;

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(2) Any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;

(3) Any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for--

(i) Modifications of a type customarily available in the commercial marketplace; or

(ii) Minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor" modifications means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;

(4) Any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

(5) Installation services, maintenance services, repair services, training services, and other services if such services are procured for support of an item referred to in paragraphs (c)(1), (2), (3), or (4) of this clause, and if the source of such services--

(i) Offers such services to the general public and the Federal Government contemporaneously and under similar terms and conditions; and

(ii) Offers to use the same work force for providing the Federal Government with such services as the source uses for providing such services to the general public;

(6) Services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed;

(7) Any item, combination of items, or service referred to in subparagraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or

(8) A nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.

(d) Component means any item supplied to the Federal Government as part of an end item or of another component.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

End of Clause
(IF7252)

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52.203-6

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT

01-JUL-1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7210)

52.203-7

ANTI-KICKBACK PROCEDURES

01-JUL-1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the

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inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

End of Clause

(IF7211)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH 01-AUG-1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

End of Clause

(IF7212)

52.215-33 Deleted 5 Jan 98 without replacement ORDER OF PRECEDENCE 01-JAN-1986

Deleted 5 Jan 98 without replacement

(IF7604)

52.222-20 FAR WALSH-HEALEY PUBLIC CONTRACTS ACT 01-DEC-1996

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Name of Offeror or Contractor:

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

52.227-1

AUTHORIZATION AND CONSENT

01-JUL-1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

52.233-1

DISPUTES

01-OCT-1995

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C.601-613)

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) ''Claim,'' as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) Contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim--

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(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using--

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: ''I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.''

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision with 60 days of the request. For Contractor-certified claims or \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use ADR. If the Contractor refuses an offer for alternative disputes resolution, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request. When using arbitration conducted pursuant to 5 U.S.C. 575-580, or when using any other ADR technique that the agency elects to handle in accordance with the ADRA, any claim, regardless of amount, shall be accompanied by the certification described in subparagraph (d)(2)(iii) of this clause, and executed in accordance with subparagraph (d)(3) of this clause.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

(IF7249)

52.244-6

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

01-OCT-1995

(a) Definition

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or

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clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

End of Clause

(IF7253)

52.248-1

VALUE ENGINEERING (DEVIATION)

01-MAR-1989

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units scheduled for delivery during the sharing period. If this contract is a multiyear contract, future contract savings include savings on quantities funded after VECP acceptance.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs", as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

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'Instant contract,' as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

'Instant unit cost reduction' means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

'Negative instant contract savings' means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

'Net acquisition savings' means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

'Sharing base,' as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

'Sharing period,' as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at the later of (1) the end of a sharing period of 3-5 years, set at the discretion of the Contracting Officer after the first unit affected by the VECP is accepted or (2) the last scheduled delivery date of an item affected by the VECP under this contract's delivery schedule in effect at the time the VECP is accepted. The contracting officer's determination of the sharing period is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

'Unit,' as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

'Value engineering change proposal (VECP)' means a proposal that--

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

Name of Offeror or Contractor:

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time ordelivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expecteddateofthe decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed.Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP and the decision as to which of the sharing rates applies shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(figures in percent)

	Sharing		Arrangement	
	Incentive		Program	
	(voluntary)		(
			(mandatory)	
requirement)	Instant	Concurrent	Instant	C
	contract	and future	contract	a
oncurrent	rate	contract		r
	contract	rate	rate	
nd future	***			*
	25	25		
Contract Type	Incentive (fixed-price or cost)		***	*
	25			
ate	Cost-reimbursement (other than incentive)**	****		*
	**	15	15	

* Same sharing arrangement as the contract's profit or fee adjustment formula.

** Includes cost-plus-award-fee contracts.

*** A rate between 50 and 75 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

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**** A rate abetween 25 and 50 percent set by the Contracting Officer for each VECP. This decision is final and shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-603.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall, be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determiningnetacquisitionsavings realized from concurrent or future contract savings;and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings. (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-3 of the Federal Acquisition

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Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased, as specified in subparagraph (h)(5) above, by between 20 and 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

'These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.'

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms 'unlimited rights' and 'limited rights' are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF7889)

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

01-APR-1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

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The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

0710

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

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(FA7001)

0710

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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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(IA7001)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA
DFARS

01-NOV-1995

(a) Definitions. As used in this clause--

(1) ''Components'' means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) ''Department of Defense'' (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) ''Foreign flag vessel'' means any vessel that is not a U.S.-flag vessel.

(4) ''Ocean transportation'' means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) ''Subcontractor'' means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a

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supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" include (but is not limited to) public works; buildings and facilities; ships; floating equipment; and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;

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(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

Item	Contract	Description	Line Item	Quantity	Total
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(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the simplified acquisition threshold in Part 13 of the Federal Acquisition Regulation.

(HA7502)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA
DFARS

01-NOV-1995

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

(End of clause)

(HA7503)

2880 .

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as

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indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

HQ, DA

NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

01-JUL-1993

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

1.602-2(93) AVAILABILITY OF FUNDS
AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.

(HD7006)

52-201-4501

NOTICE ABOUT ACALA OMBUDSMAN

01-NOV-1995

a. We have an Ombudsman Office here at the U.S. Armament and Chemical Acquisition and Logistics Activity (ACALA). Its purpose is to open another channel of communication with ACALA contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army ACALA
AMSTA-AC-AP (OMBUDSMAN)

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Rock Island IL 61299-7630
Toll Free: 1-888-782-6621 or Commercial: (309) 782-6621
Electronic Mail Address: AMSTA-AC-AP@ria-emh2.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) ACALA solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

AS7006

52.232-4503 CONTRACTOR'S REMITTANCE ADDRESS 01-AUG-1994
ACALA

Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(End of Clause)

(GS7015)

52.247-4521 UNITIZATION/PALLETIZATION 01-MAR-1988
ACALA

(a) Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease in stacking.

(b) A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. When the item being palletized is ammunition/explosive, at least one of the horizontal dimensions must be less than 47 inches. When level A packaging is required, a four-way entry pallet or pallet box, shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7203)

52.247-4531 COGNIZANT TRANSPORTATION OFFICER 01-MAY-1993
ACALA

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in

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triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION
ACALA

01-MAY-1993

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

Name of Offeror or Contractor:

SECTION V - PERFORMANCE REQUIREMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	TECHNICAL DATA PACKAGE LISTING (TDPL) 31-15-4349	13-JUN-97	005	
Attachment 002	SECTION C - TECHNICAL DATA		003	
Attachment 003	DOCUMENT SUMMARY LIST		002	
Attachment 004	CONTRCT DATA REQUIREMENTS LIST (CDRL)	23-JUN-97	001	
Attachment 005	GUIDANCE ON DOCUMENTATION OF CDRL		002	
Attachment 006	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Attachment 007	LIST OF ADDRESSES		001	
Attachment 008	ADDRESS CODE DISTRIBUTION - ECPS/RFDS/RFWS/VECPS		001	

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Name of Offeror or Contractor:

SECTION VI - OFFER EVALUATION/SUBMISSION INFORMATION

For Local Clauses See:

Regulatory Cite	Title	Date
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	01-APR-1991
52.204-6	CONTRACTOR IDENTIFICATION NUMBER-DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	01-DEC-1996
52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS)	01-JUN-1997
52.215-10	Deleted 5 Jan 98 without replacement LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS	01-JUN-1997
52.215-12	Deleted 5 Jan 98 without replacement RESTRICTION ON DISCLOSURE AND USE OF DATA	01-APR-1984
52.215-13	Deleted 5 Jan 98 without replacement PREPARATION OF OFFERS	01-APR-1984
52.215-14	Deleted 5 Jan 98 without replacement EXPLANATION TO PROSPECTIVE OFFERORS	01-APR-1984
52.215-15	Deleted 5 Jan 98 without replacement FAILURE TO SUBMIT OFFER	01-MAY-1997
52.215-16	Deleted 5 Jan 98 without replacement CONTRACT AWARD	01-OCT-1995
52.215-5	Deleted 5 Jan 98 without replacement SOLICITATION DEFINITIONS	01-JUL-1987
52.215-7	Deleted 5 Jan 98 without replacement UNNECESSARILY ELABORATE PROPOSALS OR QUOTATIONS	01-APR-1984
52.215-8	Deleted 5 Jan 98 without replacement AMENDMENTS TO SOLICITATIONS	01-DEC-1989
52.215-9	Deleted 5 Jan 98 without replacement SUBMISSION OF OFFERS	01-FEB-1997
52.222-21	CERTIFICATION OF NONSEGREGATED FACILITIES	01-APR-1984
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	01-APR-1984
52.232-13	NOTICE OF PROGRESS PAYMENTS	01-APR-1984
252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	01-SEP-1994
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	01-SEP-1990

Any contract awarded as a result of this solicitation will be a DOA5 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LF6014)

52.216-1	TYPE OF CONTRACT	01-APR-1984
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The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.
(LF6008)

52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	01-JAN-1997
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(a)(1) The standard industrial classification (SIC) code for this acquisition is 3511.

(2) The small business size standard is 1000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block(b)(1) of this section.) The offeror represents as part of its offer that it _____ is, _____ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

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Name of Offeror or Contractor:

(c) Definitions. Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Women-owned small business concern, as used in this provision, means a small business concern--

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

End of provision

(KF6006)

52.233-2

SERVICE OF PROTEST

01-OCT-1995

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, ACALA, ATTN: AMSTA-AC-PCH-B, Rock Island, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

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Name of Offeror or Contractor:

(c) In this procurement, you may not protest to the GSBGA because of the nature of the supplies or services being procured.

End of Clause

(LF6254)

52.203-2

CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

01-APR-1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

52.204-3

TAXPAYER IDENTIFICATION

01-JUN-1997

(a) Definitions.

"Common parent", as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status", as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)", as used in this solicitation provision, means the number required by the IRS to be used by the contractor in reporting income tax and other returns.

Name of Offeror or Contractor:

(b) All Offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) Taxpayer Identification Number (TIN).
- () TIN: _____
- () TIN has been applied for.
- () TIN is not required because
- () Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
 - () Offeror is an agency or instrumentality of a foreign government;
 - () Offeror is an agency or instrumentality of a Federal, state, or local government;
 - () Other. State basis. _____

- (d) Corporate Status.
- () Corporation providing medical and health care services or engaged in the billing and collecting of payments for such services;
- () Other corporate entity;
- () Not a corporate entity;
- () Sole proprietorship
- () Partnership
- () Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

- (e) Common Parent.
- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- () Name and TIN of common parent:
- Name: _____
- TIN: _____

(KF7043)

52.207-4	ECONOMIC PURCHASE QUANTITY - SUPPLIES	01-AUG-1987
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(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

ITEM	QUANTITY	PRICE	T
OTAL		QUOTATION	

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Name of Offeror or Contractor:

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(KF7003)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, 01-MAR-1996
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ()
has not (),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed

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when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(KF7033)

52.215-11 Deleted 5 Jan 98 without replacement AUTHORIZED NEGOTIATORS 01-APR-1984

Deleted without replacement 5 Jan 98

(KF7012)

52.215-20 Deleted 5 Jan 98 without replacement PLACE OF PERFORMANCE 01-APR-1984

Deleted 5 Jan 98 without replacement

(KF7036)

52.215-6 Deleted 5 Jan 98 without replacement TYPE OF BUSINESS ORGANIZATION 01-JUL-1987

Deleted 5 Jan 98 without replacement

(KF7011)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS 01-APR-1984

The offeror represents that -

?(a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(KF7019)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE 01-APR-1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(KF7020)

52.223-1 CLEAN AIR AND WATER CERTIFICATION 01-APR-1984

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The Offeror certifies that -

(a) Any facility to be used in the performance of this proposed contract is (),
is not ()
listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

(KF7021)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS 01-APR-1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)
(LF7015)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA 01-DEC-1991
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

3100

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

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The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

3170

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(LA7001)

3460

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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MA7001